

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant ARNOLD & PORTER		2. Registration No. 1750
3. Name of foreign principal Fraser Valley Independent Shake & Shingle Association	4. Principal address of foreign principal Four Bentall Centre Suite 2000, 1500 Dunsmuir St. Vancouver, B.C., CANADA V7X 1P4	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

NA

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

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NA

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promotion of sales of wood shakes and shingles; opposition to trade barriers on Canadian wood shakes and shingles.

b) Is this foreign principal

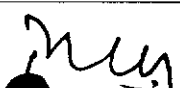
- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

We understand that the foreign principal is owned, controlled and financed by manufacturers and distributors of wood shakes and shingles located in British Columbia, Canada.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NA

Date of Exhibit A October 14, 1988	Name and Title Patrick FJ Macrory, Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
ARNOLD & PORTER	Fraser Valley Independent Shake & Shingle Association

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
- Describe fully the nature and method of performance of the above indicated agreement or understanding.

As set forth in the attached letter agreement, the Registrant will render advice on U.S. laws, regulations and policies and represent the principal in connection with a Section 201 review proceeding involving red cedar shakes and shingles from Canada. The fee for such representation is to be determined as set forth in the attached letter. The duration of the agreement is indefinite.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


As set forth in the attached letter agreement, the Registrant will render advice on U.S. laws, regulations and policies and represent the principal in connection with a Section 201 review proceeding involving red cedar shakes and shingles from Canada.

The Registrant has engaged and will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to a Section 201 review proceeding involving red cedar shakes and shingles from Canada.

Date of Exhibit B	Name and Title	Signature
October 14, 1988	Patrick FJ Macrory, Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ARNOLD & PORTER

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65 EAST 55TH STREET
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(212) 750-5050

1700 LINCOLN STREET
DENVER, COLORADO 80203
(303) 863-1000

July 26, 1988

Fraser Valley Independent Shake and
Shingle Producers Association
c/o Mr. Gordon Steenson
P.O. Box 49279
Four Bentall Centre
Suite 2000
1055 Dunsmuir Street
Vancouver, British Columbia
Canada V7X 1P4

Dear Mr. Steenson:

I am writing to set forth the basis upon which our firm will provide legal services to the Fraser Valley Independent Shake and Shingle Producers Association. You have requested, and we have agreed, that Arnold & Porter will represent this association in connection with the Section 201 review proceeding involving red cedar shakes and shingles from Canada.

As we have discussed, you wish to adhere to a strict budget for these proceedings, although you understand that a case like this may involve unforeseen complexities with the resulting potential for cost escalation. Within the agreed upon budget of \$130,000, and taking into account payments to Wesley Rickard, Inc. of up to \$25,000 for their services to you, we will provide you with the services listed in Attachment A to this letter. If in our judgment, the need arises for services beyond those listed in Attachment A, we will promptly notify you and work out with you the basis on which we can provide those additional services. In any event, we will do our best to keep our fees as low as possible. It is also my practice to review carefully all Arnold & Porter time charges before preparing statements, in order to ensure that time charged to clients has been fully productive.

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Mr. Gordon Steenson
July 26, 1988
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We also understand that you have limited administrative facilities available to you, and you would like to make the billing process as simple as possible. For your convenience, we will be happy to include in our statements to you bills for the services provided to you by the forestry consulting firm, Wesley Rickard, Inc., and to disburse to them the funds received from you for this purpose.

We understand you will sending us retainer payments as follows: U.S. \$45,000 upon signing the contract, U.S. \$45,000 on or before August 15, 1988, and U.S. \$40,000 on or before September 15, 1988. Our statement in the initial amount of U.S. \$45,000 is enclosed.

Each month, we will send you statements for our legal fees, for our out-of-pocket expenses, and for the services provided by Wesley Rickard, Inc. Our expenses will include such items as taxi fares, long distance telephone calls, telecopying, and duplicating costs. Given your budgetary constraints, we do not plan any out of town travel.

Our fees and expenses for the budgeted services listed in Attachment A will be charged against the retainers. As statements from Wesley Rickard, Inc. come in, we will, on your behalf, pay up to \$25,000 of the \$130,000 retainer to Wesley Rickard, Inc. for their services to you. It is also understood, of course, that you will be responsible for paying our fees and expenses within 30 days following receipt of our statement, if we have not received the requisite retainer amounts from you at the time our statement is issued. Any unused portion of the retainers will be returned to you upon termination of the Section 201 review case.

If the understanding set forth above is accurate and acceptable to you, I would appreciate your signing a

ARNOLD & PORTER

Mr. Gordon Steenson
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copy of this letter and returning it to me. We look forward to working with you.

Sincerely,

ARNOLD & PORTER

By



Robert Herzstein

Fraser Valley Independent Shake
& Shingle Producers Association

By

